

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO	PAGE OF 1 24 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-04-R-MM02	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 30 January 2004	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVENUE SW WASHINGTON DC 20375-5326 ATTN: CODE 3230.MM		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-2 until 4 PM local time 01 March 2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Marita F. Thompson	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-0666
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11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	12-16
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2-3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	16
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	17-23
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	4-7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	23-24
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	7-12				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide support to conduct scientific analysis, develop and operate software and hardware, and to research technical tasks to support evolving remote sensing technology in accordance with Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE		\$	\$	\$

** Not Separately Priced*

NOTICE TO OFFERORS: In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 08 October 2002 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

C-3 SUBCONTRACTING PLAN

Subcontracting Plan _____ dated _____ is hereby incorporated by reference and made a material part of this contract.

*(*this provision will be included and completed at time of award, if applicable)*

**SECTION D
PACKAGING AND MARKING****D-1 PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E
INSPECTION AND ACCEPTANCE****E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE****FAR CLAUSE TITLE**

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (MAR 2003)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.242-15	- Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
52.247-34	- F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The term of this contract is from date of award through twelve months thereafter with four options, each extending the contract term for an additional twelve month, if exercised.
- (b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, DC.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

Patent Matters-Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be completed at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.

(g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 CONTRACTOR-ACQUIRED PROPERTY

(a) The contractor is authorized to acquire the following items of facilities, which are needed to accomplish this contract.

Items to be Acquired

Estimated Cost

*

*(*This provision will be included and completed at time of award, if applicable)*

(b) This authorization does not constitute any consent required pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2). Advance notification or requests for consent pursuant to that clause shall be directed to the administrative contracting officer (ACO).

(c) Pursuant to the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5), title to the property shall vest in the Government.

(d) Prior to acquisition of any item of Industrial Plant Equipment, the Contractor must comply with the requirements of Department of Defense Federal Acquisition Regulation Supplement (DFARS 245.302-1(b)(1)(A)). (See DFARS 245.301 for definition of "Industrial Plant Equipment.")

G-5 SUBCONTRACTORS/CONSULTANTS

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-6 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$* and it is estimated that this amount is sufficient for contract performance through *.

*(*This provision will be included and completed at time of award, if applicable)*

G-7 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-8 SPECIAL PAYMENT INSTRUCTIONS- MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

Payments shall be made in accordance with the ACRN(s) cited on the contractor's invoice. The Contractor may contact the COR regarding which ACRN(s) to cite on an invoice.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a *

*(*To be completed at time of award)*

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications

equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: *

*(*To be completed at time of award)*

Labor Category	First/M/Last Name
Senior Research Physicist	*

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 19,200 total hours of direct labor for the Base Year and 19,200 total hours of direct labor for each of the option years, if exercised. This amount includes subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of hours 1,600 per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until

expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>Labor Category</u>	<u>Total Level of Effort *</u>
Senior Research Physicist (Remote Sensing) (Key Personnel)	19,200
Senior Research Physicist (Remote Sensing) (Other Personnel)	19,200
Research Physicist	19,200
Engineer	19,200
Computer Systems Engineer	19,200
Scientific Programmer	19,200
Laser (Field) Technician	19,200
Electronics (Field) Technician	19,200
Mechanical (Field) Technician	19,200
Data Analyst	19,200

**Please note that the above total level of effort is based on all four options being exercised.*

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 02)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Second Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Third Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Fourth Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent-free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (DEC 2001)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 2003)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money)

- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997) - Alternate III (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) ☐ Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (JAN 2002) - Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JAN 2004)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(will be included if the successful offeror is a small business or a non-profit organization)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(will be included if the successful offeror is not a small business or a non-profit organization)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*

- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003) Alternate I (FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items And Commercial Components (APR 2003)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JUN 2003) (DEVIATION)
- 52.245-19 - Government Property Furnished "As-Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) (fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)

- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (APR 2003)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (FEB 2003)
- 252.225-7031 - Secondary Arab Boycott Of Israel (APR 2003)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (DEC 2003)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (OCT 2002)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work - 6 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 055-03, Dated 17 Nov 2003 w/Attachments 2 Pages.
- J-3** Attachment (3) – Personnel Qualifications, 3 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 page. *

(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

Use Representations and Certifications: A

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 541710.

The small business size standard is 500.

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.204-7	-	Central Contractor Registration (OCT 2003)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-10	-	Identification Of Uncompensated Overtime (OCT 1997)

DFAR CLAUSE TITLE

252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country
(MAR 1998)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed to:

Contracting Officer, ATTN: Code 3230.MM
Naval Research Laboratory (NRL)
4555 Overlook Avenue, S.W.
Washington, D.C. 20375
Solicitation/RFP No.: N00173-04-R-MM02
Closing Date: Time:
(As specified in Block 9, RFP face page)

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below in Section L-12, Volume II – Business Proposal. More detailed information may be required and will be requested if and when it is deemed necessary for the evaluation of a specific proposal.

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 PROPOSAL ORGANIZATION

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing – The proposal should be packaged for delivery so as to permit safe and timely arrival at the delivery destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No.: N00173-04-R-MM02
Closing Date: Time:
(As specified in Block 9, RFP face page)
Attn: Code 3230.MM

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES Offerors are encouraged to submit an electronic copy of their proposal on a CD ROM or PC formatted disk in addition to their paper copies. This is in an effort to further the Government's ambitions of operating in a paperless environment.

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price. Please note that the contractor must propose in accordance with the level of effort breakdown identified in Section H of the Solicitation.

(2) The following information is required for evaluation of your technical/management:

PERSONNEL QUALIFICATIONS – The offeror shall provide convincing proof that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work. These are highly specialized fields and personnel without actual experience in these areas are not acceptable. The proposal should clearly show how each person offered meets the personnel qualifications as detailed in the Solicitation. The proposal should detail each person's qualifications and experience in each area of the Statement of Work. It is essential for the offeror to demonstrate that key personnel will be capable of obtaining a SECRET clearance. The proposal should specify the amount of effort each person will be performing on this contract, both by the prime contractor as well as any proposed subcontractors.

COMPANY EXPERIENCE – The proposal must provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show: (1) the relationship between the company's experience and tasks required under the Statement of Work and (2) prior or current programs in the task areas.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) COST PROPOSAL

- (a) The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.
- (b) It is requested that offerors provide one copy of their cost proposal on a PC formatted disk of CD Rom using software that is compatible with Microsoft Excel Version 5.

(2) SMALL BUSINESS PARTICIPATION

- (a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

**SECTION M
EVALUATION FACTORS FOR AWARD****M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. The technical considerations are more important than the cost factor. The closer the technical scores of the various proposals are to one another, the more important the cost considerations become. The technical and cost factors are each more important than the small business participation factor.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The technical subfactors are listed in descending order of importance with Personnel Qualifications being significantly more important than the remaining technical subfactor(s).

M-2-1 TECHNICAL/MANAGEMENT**(1) PERSONNEL QUALIFICATIONS**

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task.; (1) the appropriate qualifications as set forth in Enclosure (1) of the Statement of Work; (2) actual relevant experience in the technical and scientific areas set forth in the Statement of Work; and (3) the ability to obtain a SECRET clearance of key personnel prior to commencing work.

(2) COMPANY EXPERIENCE

The proposal will be evaluated on the offeror's demonstrated company experience in performing projects requiring scientific and technical efforts which is closely similar or related to the scientific and technical efforts set forth in Statement of Work.

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-2-3 SMALL BUSINESS PARTICIPATION

(a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Statement of Work

1.0 INTRODUCTION

NRL Code 7220 has an active program of research in the remote sensing, modeling and scientific analysis of the Earth's atmosphere and ocean and land surfaces. The Branch designs, tests and operates space-based, air-based and surface-based sensors, and develops new remote sensing capabilities and new ways of analyzing data. Current measurement activities include: passive NUV, VIS and NIR sensing of the troposphere and middle atmosphere (POAM, and future ozone sensors), passive microwave sensing of stratospheric water vapor (WVMS); GPS-based sensing of the atmosphere, passive polarimetric microwave sensing of the ocean surface (WindSat, APMIR, and follow-on sensors), passive sensing of direct and diffuse near-surface sunlight, lidar sensing of the atmospheric boundary layer, nonlinear optics techniques applied to lidar, laboratory studies of aerosol formation and growth, and laboratory studies of the formation and microwave properties of foam and separated bubbles. The Branch performs field experiments and participates in large scale calibration/validation campaigns. Modeling and scientific studies include: forward models; retrieval techniques; data assimilation techniques; solar occultation, stellar occultation and limb scattering sensing; passive polarimetric microwave sensing; the dynamics and photochemistry of the middle atmosphere, including the processes that control the distribution of ozone, water vapor, NO₂ and other important trace species in the stratosphere, with a particular emphasis on ozone depletion; the effect of stratospheric ozone on atmospheric temperature distributions and winds; the dynamics, microphysics and chemical and optical effects of middle atmospheric and upper tropospheric aerosols and clouds; exchange between the upper troposphere and lower stratosphere; aerosol interactions with clouds; the generation and microwave properties of foam; ocean wave spectra.

2.0 SCOPE

The Contractor shall provide scientific analyses of data from current remote sensing and laboratory instruments of interest to NRL Code 7220, develop new methods of analyzing the data, perform feasibility studies and analyses of the designs of candidate future remote sensing and laboratory instruments, participate in field campaigns, model atmospheric and ocean surface physical processes, and develop and operate software and hardware as needed for the foregoing activities.

3.0 REQUIREMENTS

The Contractor shall perform work assignments and provide all necessary personnel and facilities to accomplish the work described below, except for laboratory facilities, which will be provided by the Government.

3.1 Task 1 – Atmospheric Remote Sensing and Processes

The Contractor shall develop and apply algorithms for analyzing data from space-based, balloon borne, and airborne and ground based instruments that sense the middle atmosphere (stratosphere and mesosphere) and the free troposphere. Sources of data shall include, at a minimum, NRL's Polar Ozone and Aerosol Measurement III (POAM III) instrument carried by the SPOT-4 spacecraft, NASA's SAGE II, SAGE III and HALOE instruments, the Canadian OSIRIS instrument, the NPOESS OMPS (after the launch of NPP), and balloon-based and other comparison data for those space based instruments. Available data from other space based instruments shall be analyzed whenever its inclusion might sharpen scientific conclusions or improve the calibration and validation of instruments whose data are being used for scientific analyses being performed under the contract.

In particular, for POAM and for the Limb Profiler in OMPS the work shall include enhancements to the forward models and retrieval algorithms based on detailed analysis of the instruments' characteristics and operation. The POAM III forward model must contain at least the following components: (1) orbit codes for generating simulated satellite ephemeris data, (2) atmospheric models (temperature, pressure, trace gases and aerosols), (3) high resolution (line-by-line) calculations of slant path atmospheric transmission profiles in the POAM III spectral channels (including refractive effects), and (4) realistic models for simulating the POAM III Sun sensor and science channel operations. The contractor shall enhance retrieval algorithms to analyze measured POAM III extinction profiles and extract O₃, NO₂, H₂O and O₂ density profiles, atmospheric temperature, and aerosol extinction across the POAM III spectral range. This effort shall include the enhancement of algorithms for assigning correct altitudes and solar normalization radiances, using orbit ephemeris data, POAM III optical head potentiometer data and the science channel and Sun sensor signals, while minimizing the effects of pointing errors due to the potentiometer and servo dynamics. For the Limb Profiler in OMPS the forward model shall include realistic aerosol and cloud effects, instrument vertical field of view, spectral slit functions, and noise. The Contractor shall investigate alternatives to the current baseline OMPS Limb Profiler inversion algorithm and shall assess the alternative algorithms' suitability for measuring aerosol parameters and for measuring and correcting for interfering species such as water vapor and NO₂. The Contractor shall assess the effect of pointing errors and the performance of candidate methods of assigning tangent altitudes to lines of sight. For both POAM III and the OMPS Limb Profiler, the contractor shall develop comprehensive error analysis routines and shall calculate rigorous error bars on the retrieval products. The Contractor need not develop forward and inversion algorithms for instruments other than POAM, OMPS, and candidate new remote sensing methods proposed by NRL or by the Contractor, but the Contractor shall develop and apply software to incorporate data from those instruments into scientific analyses.

The Contractor shall analyze the potential performance of new approaches and instruments for atmospheric remote sensing suggested by NRL or by the Contractor. The analyses shall include modeling and simulations of instrument response and geographic and temporal coverage.

The Contractor shall investigate possible synergies between solar occultation and limb scattering measurements on the same or different spacecraft, and between nadir-viewing and limb viewing measurements on the same or different spacecraft. More generally, the Contractor shall investigate data fusion methods for combining atmospheric measurements by diverse instruments on diverse platforms.

The Contractor shall perform scientific analysis of atmospheric measurements by POAM III, OMPS and other instruments named above, including, but not limited to, the following subjects: process studies and the development of long-term climatologies of polar O₃, NO₂, H₂O and aerosol extinction; analysis of the frequency distribution and formation/dissipation mechanisms of polar stratospheric clouds (PSC), including synoptic-scale forcing; validation and trend analysis of POAM III temperature retrievals; development and analysis of a polar mesospheric cloud (PMC) database from the POAM III aerosol extinction measurements; cross-tropopause transport; injections of forest fire smoke into the stratosphere; volcanic enhancements of the stratospheric aerosol; and effects of stratospheric ozone and aerosols on tropospheric and stratospheric weather and climate.

3.2 Task 2 – Surface Remote Sensing and Processes

The WindSat passive microwave radiometer measures brightness temperatures at vertical and horizontal polarizations centered on 5 atmospheric window frequencies between 6 and 37 GHz, and is fully polarimetric at three of these frequencies. The primary objective of WindSat is to demonstrate the feasibility of using passive microwave polarimetry to measure the ocean surface wind vector, as well as other geophysical parameters including sea surface temperature, columnar cloud liquid water, and columnar precipitable water.

APMIR is an airborne passive microwave polarimeter used for calibrating and validating WindSat measurements and models.

WindSat is also serving as a pathfinder for the CMIS instruments on future NPOESS platforms.

The Contractor shall provide software development, algorithm development and calibration/validation support for space-based and airborne passive polarimetric microwave remote sensing of the ocean and land surface, including – but not restricted to – the space-based Windsat and the airborne APMIR experiments.

Support for WindSat and APMIR shall include: maintenance of software to decode the raw telemetry; development of software to associate geolocation and time with radiometry, to convert raw radiometric signals to antenna temperatures, and to compute Faraday rotation; maintenance and further development of software to correct the antenna temperatures to brightness temperatures, to collocate the brightness temperatures, and to reduce them to common resolutions; continued development, validation and documentation of the ocean wind vector retrievals; development, validation and documentation of land and ice retrieval algorithms; support of software integration, configuration management and in-house data processing activities; and modeling and scientific analysis of the data, including ocean wave, foam and bubble processes that affect the measured signals. The retrieval algorithms shall incorporate physics-based forward model algorithms that include state-of-the-art ocean models and radiative transfer in the coupled ocean-atmosphere system. The Contractor shall be responsible for designing, implementing and maintaining strict configuration management for all aspects of the evolving software and algorithms, for performing routine processing of the WindSat data in real time, and for making results available to NRL's NOAA collaborators and to the contractors supporting other Navy organizations.

During the last three option years the contractor shall also develop forward models and inversion algorithms for CMIS.

3.3 Task 3 – Atmospheric Boundary Layer Sensing and Processes

The Contractor shall perform laboratory and field experiments to develop lidar techniques for remotely sensing the atmospheric boundary layer, and shall develop forward and inverse algorithms for modeling and analyzing data from such measurements. Laboratory work shall be performed at NRL/DC and at the Chesapeake Bay Detachment (CBD), using NRL equipment. Field experiments shall be performed at CBD and on Navy boats and ships.

In particular, the Contractor shall design and fabricate mechanical equipment and optical supports to aid the development of a portable eye-safe lidar for characterizing aerosols and winds in urban areas, using NRL supplied materials and tools

3.4 Task 4 – Aerosol and Cloud Processes

The Contractor shall test, improve and extend computer models of marine aerosols and clouds, and shall perform laboratory and field measurements to obtain data for comparing with the models.

The Contractor shall perform field measurements of aerosol and cloud processes and of the effects of aerosols and clouds on natural and artificial optical radiation. The field measurements shall include surface measurements of sky radiance and direct solar irradiance.

The Contractor shall develop models and perform process studies to develop and evaluate algorithms for the future APS and VIIRS instruments on NPOESS and NPP.

4.0 CONTRACT DELIVERABLES

The Contractor shall provide deliverables in accordance with Exhibit A, DD1423, Contract Data Requirements List. The following provides more detail on the contents and formats of the required deliverables.

4.1 Monthly Cost Report

The contractor shall provide a Monthly Cost Report to the COR and to the other addressees listed in Block 14 of A001 in the CDRL. This shall include all current and cumulative labor expenditures. For each on-site and off-site contractor or subcontractor employee, the list shall include: person, hours worked on- and off-site, cost for on-site and off-site work. For materials and other direct costs the report shall indicate: description of item ordered, task supported by the order, cost; or, in the case of travel: traveler's name, destination, dates of travel, task supported by the trip, cost.

4.2 Quarterly Progress Report

The contractor shall provide a Quarterly Progress Report to the COR and to the other addressees listed in Block 14 of A002 in the CDRL. This shall report technical progress during the quarter, summarize any problems or concerns, highlighting those for which Government assistance or guidance is desired; and note any anticipated deviation in the Contractor's plans for achieving scientific/technical objectives, including any change in key personnel.

4.3 Final Report

The contractor shall provide a Final Report to the COR and to the other addressees listed in Block 14 of A003 in the CDRL. The report shall concisely but comprehensively summarize the scientific objectives, findings and recommendations for the entire contract period.

4.4 Labor Report

The contractor shall provide a Labor Report to the COR and to the other addressees listed in Block 14 of A004 in the CDRL, no later than 15 days after the end of each of the contractor's accounting periods. The Labor Report shall include at least the following data:

Reporting period, Contract Number, Contract Value, Current Funding, Amount expended during the current period, Total Expended to Date, Date Submitted, Labor Hours and Burdened Cost for each on-site and off-site employee or subcontractor working on the contract, including labor, travel, and ODC.

4.5 Contract-funded Technical Tools and Data

The Contractor shall provide to the COR copies of software and data developed under this contract (CDRL A005). In, particular, the Contractor shall provide documentation, as required, to facilitate the efficient utilization of the research and development required in Section 3, above.

Deliverable products for the tasks listed under Section 3 may include system concept papers, specifications and recommendations, system designs, test plans, test results, drawings, technical reports, system models, reports on analyses and studies, descriptive summaries of research and development activities and results, reviews, drawings and other illustrations, lists, flow charts, presentation materials, files on disk, tape, CD, emailed files, and algorithms, instructions and manuals, and other documentation. Electronic format is preferred: software and any other A005 deliverable shall be provided in electronically readable form whenever the contractor obtains it in that form.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. ALL		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM / ITEM		E. CONTRACT / PR NO. N00173-04-R-MM02		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Monthly Cost Report			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW 4.1		6. REQUIRING OFFICE NRL, COR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE Contract Award	13. DATE OF SUBSEQUENT SUBMISSION 15 Days after Close	a. ADDRESSEE	b. COPIES Draft Final Reg Repr
16. REMARKS The Contractor shall provide a monthly cost report. This shall report all current and cumulative labor expenditures (person, hours worked on and off-site, cost for on-site and for off-site contractor and subcontractor employees); materials and other direct cost (description, dates of travel, task supported by the trip, cost). Shall be in Contractor's format as approved by the COR.				COR	
				AO Code	
				15. TOTAL →	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Quarterly Progress Report			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW 4.2		6. REQUIRING OFFICE NRL, COR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY QTRLY	12. DATE OF FIRST SUBMISSION End 1st Qrt After Award	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE End of Calendar Qtr	13. DATE OF SUBSEQUENT SUBMISSION QTRLY	a. ADDRESSEE	b. COPIES Draft Final Reg Repr
16. REMARKS The Contractor shall provide a Quarterly Progress report. This report shall report progress during the quarter; summarize any problems or concerns, highlighting those for which Government assistance or guidance is desired; and note any anticipated deviation in the Contractor's plans to achieve contract scientific/technical objectives, including any change in key personnel. Shall be in Contractor's format as approved by the COR.				COR	
				AO CODE	
15. TOTAL →				1	1
G. PREPARED BY NRL Code 3230.MM		H. DATE 01-19-04	I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

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D. SYSTEM / ITEM		E. CONTRACT / PR NO. N00173-04-R-MM02		F. CONTRACTOR	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Final Report		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW 4.3		6. REQUIRING OFFICE NRL, COR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION 90 Days After Close	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE Contract End	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES
16. REMARKS The Contractor shall provide a Final Report. The report shall concisely but comprehensive summarize the scientific objectives, findings and recommendations for the entire contract period. The Final Report shall be in a Contractor's format as approved by the COR.				Draft	Final
				15. TOTAL →	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Contract Labor Report/On-Site Report		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW 4.4		6. REQUIRING OFFICE NRL, COR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE Date of Award	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
18. REMARKS The Contractor shall deliver the On-Site Labor Report no later than 15 days after the end of each reporting month. The report must include as a minimum the following data: Reporting Period, Contract Number (and Order Number, if applicable), Contract Value, Current Funding, Amount Expended in Current Period, Total Expended to Date, and Date Submitted. Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately.				Draft	Final
15. TOTAL →				1	1
G. PREPARED BY NRL Code 3230.MM		H. DATE 01-19-04		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
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ALL		A	TDP _____ TM _____ OTHER _____				
D. SYSTEM / ITEM		E. CONTRACT / PR NO. N00173-04-R-MM02		F. CONTRACTOR			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM		3. SUBTITLE				
A005	Contract-Funded Technical Tools and Data						
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW 4.5		6. REQUIRING OFFICE NRL, COR			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION As Required	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES		
16. REMARKS <p>The Contractor shall provide copies of software and data developed under this contract. Software shall be provided in electronically readable form, and data shall be provided in electronically readable form whenever the contractor obtains it in that form.</p>				COR	Draft	Final	
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						Reg	Repro
				15. TOTAL →			
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NRL Code 3230.MM		01-19-04					

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TOTAL PRICE**

PERSONNEL QUALIFICATIONS

The Naval Research Laboratory (NRL) established a representative matrix of the labor categories and skills to which the contractor shall propose. Resumes shall use the same labor category headings to relate the experience of the candidates to the minimum standards set forth below. If the contractor uses a labor category terminology other than that used in this provision, the contractor must provide a matrix clearly relating their proposal labor categories to those in the provision. Only one resume per key category is required. The proposed personnel shall be available for work efforts on the first day after contract award. Personnel designated as key personnel must possess or be capable of obtaining a SECRET clearance. **The following are the desired qualifications.**

Key Personnel

Senior Research Physicist (Remote Sensing)

1,920 man hours/year

Minimum Education: PhD in Physics or Astrophysics with at least ten years related technical experience.

Minimum Experience: Must have at least five years experience as Project Manager of an effort of comparable technical complexity, scope and size, as well as proven ability to communicate as evidenced by technical publication history. Must possess technical expertise in forward models (radiative transfer, atmospheric refraction, modeling of instrumental and platform effects (including the effects of the choice of orbit and viewing geometry)), inversion algorithms, the validation of remote sensing measurements, and scientific data analysis and modeling.

Other Personnel

Senior Research Physicist (Remote Sensing)

3 x 1,920 man hours/year

Minimum Education: PhD in Physics or Astrophysics with at least ten years related experience.

Minimum Experience: Must have the proven ability to communicate as evidenced by technical publication history. Must possess knowledge of radiative transfer principles including optical/IR or microwave emission, propagation, and detection. Must have experience in remote sensing principles and applications, including scientific data analysis and modeling.

Research Physicist

4 x 1,920 man hours/year

Minimum Education: MS in Physics or Astronomy with at least five years related experience.

Minimum Experience: Must possess knowledge of radiative transfer and of remote sensing principles and applications, including scientific data analysis.

Engineer

1,920 man hours/year

Minimum Education: BS in Engineering.

Minimum Experience: Must have experience in mechanical and/or electrical design, and fabrication and testing of scientific instrumentation.

Computer Systems Engineer

1,920 man hours/year

Minimum Education: BS in Computer Science with at least five years experience on UNIX or Linux systems.

Minimum Experience: Must have experience in developing, operating and maintaining software for scientific data reduction and analysis, including image display, and experience in maintaining data communication links.

Scientific Programmer

1,920 man hours/year

Minimum Education: BS in Mathematics, Science, or Computer Science.

Minimum Experience: Familiarity with FORTRAN, C or C++ on UNIX or Linux systems.

Laser (Field) Technician

1,920 man hours/year

Minimum Experience: At least 5 years of related experience in the construction, testing and aircraft or trailer installation of R&D laser systems and associated electrical and mechanical systems. Additionally, a basic understanding of analog/digital circuits is required, as well as proficiency in the operation of electronic test equipment.

Electronics (Field) Technician

1,920 man hours/year

Minimum Experience: At least 10 years of related experience in the construction, testing and aircraft or trailer installation of R&D electronic systems. Additionally, a basic understanding of analog/digital circuits and RF techniques is required, as well as proficiency in the operation of electronic test equipment. Work on aircraft-based systems will also requires a basic understanding of EMI/EMC.

Mechanical (Field) Technician

1,920 man hours/year

Minimum Experience: At least ten years of related experience in the construction, test, and aircraft or trailer installation of R&D mechanical systems. Work on aircraft-based systems will also requires a basic understanding of aircraft structural installation requirements and the required documentation/certifications required for airborne research experiments.

Data Analyst

1,920 man hours/year

Minimum Education: BS with at least three years experience in research and data analysis.

Minimum Experience: Must have experience in statistical and numerical methods of data analysis. A research background is desirable.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: 055-03 a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">NONE</div>																																																																																					
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<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">72-9205-04</div>	DUE DATE (YYYYMMDD)		<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)																																																																																						
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____																																																																																									
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)																																																																																									
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:35%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width:5%;">YES</th> <th style="width:5%;">NO</th> <th style="width:35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width:5%;">YES</th> <th style="width:5%;">NO</th> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>c. 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FOR OFFICIAL USE ONLY INFORMATION</td> <td></td> <td><input checked="" type="checkbox"/></td> <td>l. OTHER (Specify)</td> <td></td> <td></td> </tr> <tr> <td>k. OTHER (Specify)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>		b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. 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(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>																																																																																				
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>																																																																																				
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>																																																																																				
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>																																																																																				
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE																																																																																						
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	l. OTHER (Specify)																																																																																						
k. OTHER (Specify)																																																																																									

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 7227

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a SECRET facility clearance, and personnel available with DoD granted personnel security clearances commensurate with level of access required for performance of contract.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL SHELIA NEAL	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE (<i>Include Area Code</i>) (202) 767-2240/2391
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d. ADDRESS (*Include Zip Code*)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE. SW
WASHINGTON, DC 20375-5320

e. SIGNATURE

Shelia Neal

17. **REQUIRED DISTRIBUTION**

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 7227, 7202 |